

# EXHIBIT A

IN THE CIRCUIT COURT OF JEFFERSON COUNTY  
STATE OF MISSOURI

TOP GUN AMMO SALES, LLC,	)	
	)	Case No.
Plaintiff,	)	
v.	)	Division No.
	)	
COF TECHNOLOGIES, LLC,	)	
Serve at:	)	
Legal Corp. Solutions, LLC, Reg. Ag.	)	
299 S. Main St., Ste 1300	)	
Salt Lake City, UT 84111	)	
	)	
AMERICAN DEFENSE	)	
TECHNOLOGIES, LLC,	)	
Serve at:	)	
William Joseph Cara, LLC, Reg. Ag.	)	
16192 Coastal Highway	)	
Lewes, UT 19958	)	
	)	
McKAYL REUSCH,	)	
Serve at:	)	
1184 E. Bullock St., Unit 41	)	
Washington, UT 84780	)	
	)	
WILLIAM UICKER,	)	
Serve at:	)	
1322 Lucile Ave.	)	
Los Angeles, CA 90026	)	
	)	
ANDREW McCORKLE,	)	
Serve at:	)	
824 Crystal Dr.	)	
Saint George, UT 84770	)	
	)	
BRAD McCORKLE,	)	
Serve at:	)	
1184 E. Bullock St., Unit 41	)	
Washington, UT 84780	)	
	)	
Defendants.	)	

## **PETITION**

Top Gun Ammo Sales, LLC (“Top Gun”), by and through counsel, for its Petition against COF Technologies, LLC (“COF”), American Defense Technologies, LLC (“ADT”), McKayl Reusch (“Reusch”), William Uicker (“Uicker”), Andrew McCorkle (“A. McCorkle”), and Brad McCorkle (“B. McCorkle”) (COF, Reusch, Uicker, A. McCorkle, and B. McCorkle shall be known as the “COF Defendants” and ADT, Reusch, Uicker, A. McCorkle, and B. McCorkle shall be known as the “Non-COF Defendants”), states as follows:

### **Parties, Venue, and Jurisdiction**

1. Top Gun is a Missouri limited liability company with its principal place of business in Jefferson County, Missouri.
2. COF is a Utah limited liability company.
3. ADT is a Utah limited liability company.
4. Reusch is an individual residing in the State of Utah.
5. Uicker is an individual residing in the State of California.
6. A. McCorkle is an individual residing in the State of Utah.
7. B. McCorkle is an individual residing in the State of Utah.
8. Jurisdiction and venue are proper in this Court as the COF Defendants solicited business from and conducted business with Top Gun, in Jefferson County, Missouri, COF Defendants made numerous, false representations to Top Gun, in Jefferson County, Missouri, and Top Gun was first injured by Defendants in Jefferson County, Missouri.

### **COUNT I – BREACH OF CONTRACT** **(Against COF Defendants)**

9. Top Gun incorporates by this reference paragraphs 1 through 8 of this petition as if fully restated herein.

10. Top Gun and COF Defendants entered into an agreement whereby COF Defendants agreed to sell Top Gun six million (6,000,000) rounds of nine-millimeter (9MM) ammunition at a rate of five hundred thousand (500,000) rounds per week, beginning February 19, 2021, for eight (8) weeks, at a price of forty cents (\$0.40) per round.

11. Top Gun paid COF Defendants the sum of two hundred thousand dollars (\$200,000) as a deposit in furtherance of said agreement and further complied with all terms and conditions of the parties' agreement.

12. The COF Defendants failed to abide by the terms of the aforementioned agreement and delivered to Top Gun only twenty-five thousand rounds of nine-millimeter (9MM) ammunition.

13. After the initial breach, Top Gun and COF Defendants agreed to enter into a forbearance agreement wherein the COF Defendants agreed to ship an additional fifty thousand (50,000) rounds of nine-millimeter (9MM) ammunition to Top Gun, free of charge, in exchange for Top Gun's agreement to temporarily forbear from exercising its rights in enforcing its rights under the original agreement.

14. The COF Defendants failed to abide by the terms of the aforementioned forbearance agreement and did not provide Top Gun any additional ammunition.

15. As a result of the foregoing, the COF Defendants breached the parties' agreements and Top Gun suffered direct and proximate damages in the sum of one million three hundred forty-five thousand five hundred dollars (\$1,345,500).

WHEREFORE, Plaintiff prays for a Judgment against COF Defendants, jointly and severally, in the amount of one million three hundred forty-five thousand five hundred dollars

(\$1,345,500), and for such other and further relief as this Court deems just and proper under the circumstances.

**COUNT II – NEGLIGENT MISREPRESENTATION**  
**(Against COF Defendants)**

16. Top Gun incorporates by this reference paragraphs 1 through 8 of this petition as if fully restated herein.

17. In the course and scope of their business, COF Defendants represented to Top Gun that they would and could manufacture and deliver Top Gun six million (6,000,000) rounds of nine-millimeter (9MM) ammunition at a price of forty cents (\$.40) per round.

18. The COF Defendants did not exercise reasonable care in rendering the aforementioned representations and, as a result, the aforementioned representations were false.

19. The COF Defendants intentionally provided the aforementioned representations to Top Gun for the pecuniary interest of inducing payments from Top Gun.

20. Top Gun was unaware of the falsity of the COF Defendants' representations and justifiably relied on the information supplied by the COF Defendants.

21. Top Gun provided the COF Defendants the sum of two hundred thousand dollars (\$200,000) in response to and reliance upon COF Defendants' representations.

22. As a result of Top Gun's reliance on COF Defendants' representations, Top Gun suffered direct and proximate damages in excess of twenty-five thousand dollars (\$25,000).

WHEREFORE, Plaintiff prays for a Judgment against COF Defendants, jointly and severally, in an amount to be determined at trial to fairly compensate Plaintiff for its damages, and for such other and further relief as this Court deems just and proper under the circumstances.

**COUNT III – FRAUDULENT MISREPRESENTATION**  
**(Against COF Defendants)**

23. Top Gun incorporates by this reference paragraphs 1 through 8 of this petition as if fully restated herein.

24. COF Defendants represented to Top Gun that they would and could manufacture and deliver Top Gun six million (6,000,000) rounds of nine-millimeter (9MM) ammunition at a price of forty cents (\$0.40) per round.

25. These representations were false and at the time of utterance, COF Defendants knew they could and would not manufacture and deliver to Top Gun such ammunition.

26. In response to and justifiable reliance upon COF Defendants' false representations, and without knowledge of the falsity thereof, Top Gun provided the COF Defendants with a deposit of two hundred thousand dollars (\$200,000).

27. The aforementioned representations were material in that, but for such representations, Top Gun would not have provided COF Defendants such a large deposit.

28. COF Defendants knew their representations were false and that they neither would, nor could manufacture and deliver such quantities, and, in fact, did not deliver such ammunition or return Top Gun's deposit.

29. As a result of COF Defendants' false representations, Top Gun has sustained direct and proximate damages in an amount in excess of twenty-five thousand dollars (\$25,000).

WHEREFORE, Plaintiff prays for a Judgment against COF Defendants, jointly and severally, in an amount to be determined at trial to fairly compensate Plaintiff for its damages, and for such other and further relief as this Court deems just and proper under the circumstances.

**COUNT IV – UNJUST ENRICHMENT**  
**(Against COF Defendants)**

30. Top Gun incorporates by this reference paragraphs 1 through 8 of this petition as if fully restated herein.

31. At the request of COF Defendants, Top Gun provided COF Defendants the sum of two hundred thousand dollars (\$200,000).

32. Top Gun provided such sum to COF Defendants, enriching the COF Defendants, in contemplation of an arrangement wherein COF Defendants would manufacture and deliver ammunition to Top Gun.

33. COF Defendants did not manufacture and deliver the contemplated ammunition to Top Gun and refused to return all or part of the aforementioned sum to Top Gun.

34. It is inequitable and unjust for COF Defendants to retain the aforementioned sum or any part of it under the circumstances.

WHEREFORE, Plaintiff prays for a Judgment against COF Defendants, jointly and severally, in an amount to be determined at trial to fairly compensate Plaintiff for its damages, and for such other and further relief as this Court deems just and proper under the circumstances.

**COUNT V – TORTIOUS INTERFERENCE WITH A BUSINESS EXPECTANCY**  
**(Against Non-COF Defendants)**

35. Top Gun incorporates by this reference paragraphs 1 through 8 of this petition as if fully restated herein.

36. Top Gun established a clear, valid business expectancy with and from COF by virtue of its agreement with COF wherein, in exchange for payment, COF agreed to manufacture and deliver six million (6,000,000) rounds of nine-millimeter (9MM) ammunition.

37. The Non-COF Defendants were aware of Top Gun's business expectancy by virtue of their ownership of and/or involvement with COF.

38. The Non-COF Defendants intentionally interfered with Top Gun's business expectancy with and from COF by inducing COF to breach its agreement with Top Gun.

39. There was and is no justification for the actions of the Non-COF Defendants.

40. As a result of the actions of the Non-COF Defendants, Top Gun has sustained direct and proximate damages in an amount in excess of twenty-five thousand dollars (\$25,000).

WHEREFORE, Plaintiff prays for a Judgment against the Non-COF Defendants, jointly and severally, in an amount to be determined at trial to fairly compensate Plaintiff for its damages, and for such other and further relief as this Court deems just and proper under the circumstances.

**COUNT VI – CIVIL CONSPIRACY**  
**(Against Defendants)**

41. Top Gun incorporates by this reference paragraphs 1 through 8 of this petition as if fully restated herein.

42. The Defendants entered into a meeting of the minds to induce Top Gun to provide them a large cash deposit in the sum of two hundred thousand dollars (\$200,000) without the intention of supplying Top Gun with any corresponding material benefit.

43. To facilitate this conspiracy and in furtherance of their unlawful objective, the Defendants made and/or engaged in lies and deceit and false representations, as well as prepared false contracts and documents.

44. The Defendants successfully induced Top Gun to provide them a large cash deposit in the sum of two hundred thousand dollars (\$200,000) and then, despite demand, failed and refused to return such sum or provide Top Gun any material benefit therefrom.



45. Top Gun sustained direct and proximate damages in an amount in excess of twenty-five thousand dollars (\$25,000).

WHEREFORE, Plaintiff Top Gun Ammo Sales, LLC prays for a Judgment against Defendants, jointly and severally, in an amount to be determined at trial to fairly compensate Plaintiff for its damages, and for such other and further relief as this Court deems just and proper under the circumstances.

**COUNT VII – SUCCESSOR LIABILITY**  
**(Against ADT)**

46. Top Gun incorporates by this reference paragraphs 1 through 15 of this petition as if fully restated herein.

47. Representatives of COF and/or ADT represented to Top Gun that ADT purchased the assets of COF.

48. Upon information and belief, COF and ADT share common ownership and/or investors, as well as numerous employees.

49. Upon information and belief, COF and ADT, and/or the owners and/or representatives thereof, concocted an alleged acquisition plan to retain numerous cash deposits and assets of COF while ignoring corresponding contractual and legal liabilities associated therewith.

50. Upon information and belief, COF and ADT structured the terms of their alleged merger and/or sale such that fair market value was not paid in exchange for the assets and with the intention of prejudicing and damaging COF's creditors.

51. Upon information and belief, COF and ADT, along with their representatives, commingled the assets of said companies and failed to observe requisite corporate formalities to distinguish the companies from each other or the owners thereof.

52. Upon information and belief, ADT took control over Top Gun's cash deposit, but has disclaimed responsibility for returning the same and/or fulfilling COF's agreement to manufacture and deliver ammunition to Top Gun in exchange for said deposit funds.

53. Upon information and belief, ADT is merely the continuation of COF and an unlawful and fraudulent attempt to disclaim liabilities of COF while enjoying the benefits and assets of COF.

54. Upon information and belief, ADT did not pay fair market value for the assets of COF and/or unlawfully and improperly used the funds and assets of COF to purchase the funds and assets of COF.

55. Upon information and belief ADT has obtained possession of Top Gun's deposit, but refused to return the same to Top Gun.

56. For one or more of the reasons stated above, ADT has successor liability for COF.

57. Top Gun suffered damages as a result of the foregoing actions, namely in lost profits, numerous breaches of COF's agreement with Top Gun, and/or a lost deposit.

WHEREFORE, Plaintiff Top Gun Ammo Sales, LLC prays for a Judgment against ADT in an amount to be determined at trial to fairly compensate Plaintiff for its damages, and for such other and further relief as this Court deems just and proper under the circumstances.

**COUNT VIII – UNJUST ENRICHMENT**  
**(Against ADT)**

58. Top Gun incorporates by this reference paragraphs 1 through 8 of this petition as if fully restated herein.

59. Top Gun provided COF, in trust, a deposit in furtherance of an agreement wherein COF would manufacture and deliver ammunition to Top Gun.

60. Upon information and belief, all or a portion of the deposit remained intact and unused at the time such deposit was transferred to ADT pursuant to an alleged agreement with COF to acquire the assets of COF.

61. ADT obtained Top Gun's deposit, but refused to manufacture and deliver ammunition to Top Gun or return the deposit to Top Gun.

62. ADT obtained a benefit, without consideration, at the prejudice, expense, and detriment of COF.

63. It would be unjust to permit ADT to retain the benefit of Top Gun's deposit.

WHEREFORE, Plaintiff prays for a Judgment against ADT, in an amount to be determined at trial to fairly compensate Plaintiff for its damages, and for such other and further relief as this Court deems just and proper under the circumstances.

DANNA MCKITRICK, P.C.

/s/ David A Zobel

David A. Zobel, #64266

Katherine M. Flett, #68183

Danna McKitrick, P.C.

7701 Forsyth Blvd., Suite 1200

St. Louis, Missouri 63105-3907

(314) 726-1000/(314) 725-6592 fax

E-Mail: [dzobel@dmfirm.com](mailto:dzobel@dmfirm.com)

[kflett@dmfirm.com](mailto:kflett@dmfirm.com)

ATTORNEYS FOR PLAINTIFF



# Your Missouri Courts

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This information is provided as a service and is not considered an official court record.

Sort Date Entries: ☒ Descending ☐ AscendingDisplay Options: **06/07/2021****Notice of Service**

Notice of Service - American Defense Technologies, LLC; Electronic Filing Certificate of Service.

**Filed By:** DAVID ALAN ZOBEL**On Behalf Of:** TOP GUN AMMO SALES, LLC**Notice of Service**

Notice of Service - COF Technologies, LLC; Electronic Filing Certificate of Service.

**Filed By:** DAVID ALAN ZOBEL**Corporation Served**

Document ID - 21-SMOS-28; Served To - AMERICAN DEFENSE TECHNOLOGIES, LLC; Server - ; Served Date - 01-JUN-21; Served Time - 00:00:00; Service Type - Sheriff Department; Reason Description - Served; Service Text - GARY DIAMIANI

**Corporation Served**

Document ID - 21-SMOS-27; Served To - COF TECHNOLOGIES, LLC; Server - ; Served Date - 01-JUN-21; Served Time - 14:21:00; Service Type - Sheriff Department; Reason Description - Served; Service Text - MICAH RICHARDSON

**05/26/2021****Summons Personally Served**

Document ID - 21-SMOS-32; Served To - MCCORKLE, BRAD; Server - ; Served Date - 26-MAY-21; Served Time - 00:00:00; Service Type - Sheriff Department; Reason Description - Served

**Summons Personally Served**

Document ID - 21-SMOS-29; Served To - REUSCH, MCKAYL; Server - ; Served Date - 26-MAY-21; Served Time - 00:00:00; Service Type - Sheriff Department; Reason Description - Served

**Notice of Service**

Return of Service - McKayl Reusch; Electronic Filing Certificate of Service.

**Filed By:** DAVID ALAN ZOBEL**On Behalf Of:** TOP GUN AMMO SALES, LLC**Notice of Service**

Return of Service - Brad McCorkle; Electronic Filing Certificate of Service.

**Filed By:** DAVID ALAN ZOBEL**05/21/2021****Entry of Appearance Filed**

Entry of Appearance - Katherine M. Flett; Electronic Filing Certificate of Service.

**Filed By:** KATHERINE M FLETT**On Behalf Of:** TOP GUN AMMO SALES, LLC**05/20/2021****Summons Issued-Circuit**

Document ID: 21-SMOS-32, for MCCORKLE, BRAD.

**Summons Issued-Circuit**

Document ID: 21-SMOS-31, for MCCORKLE, ANDREW.

**Summons Issued-Circuit**

Document ID: 21-SMOS-30, for UICKER, WILLIAM.

**Summons Issued-Circuit**

Document ID: 21-SMOS-29, for REUSCH, MCKAYL.

**Summons Issued-Circuit**

Document ID: 21-SMOS-28, for AMERICAN DEFENSE TECHNOLOGIES, LLC.

**Summons Issued-Circuit**

Document ID: 21-SMOS-27, for COF TECHNOLOGIES, LLC.

**05/19/2021****Filing Info Sheet eFiling**

**Filed By:** DAVID ALAN ZOBEL

**Pet Filed in Circuit Ct**

Petition.

**Filed By:** DAVID ALAN ZOBEL

**On Behalf Of:** TOP GUN AMMO SALES, LLC

**Judge Assigned**



## IN THE 23RD JUDICIAL CIRCUIT, JEFFERSON COUNTY, MISSOURI

Judge or Division: JOSEPH ALFRED RATHERT	Case Number: 21JE-CC00349
Plaintiff/Petitioner: TOP GUN AMMO SALES, LLC	Plaintiff's/Petitioner's Attorney/Address: DAVID ALAN ZOBEL 7701 Forsyth Blvd SUITE 1200 CLAYTON, MO 63105
Defendant/Respondent: COF TECHNOLOGIES, LLC	Court Address: P O BOX 100 300 MAIN ST HILLSBORO, MO 63050
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

**Summons for Personal Service Outside the State of Missouri**  
(Except Attachment Action)

The State of Missouri to: **AMERICAN DEFENSE TECHNOLOGIES, LLC**  
Alias:  
**WILLIAM JOSEPH CARA, LLC R.A.**  
**16192 COASTAL HIGHWAY**  
**LEWES, DE 19958**

COURT SEAL OF



JEFFERSON COUNTY

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

MAY 20, 2021

MICHAEL E. REUTER, CIRCUIT CLERK  
BY: /s/ J. HONEA, DEPUTY CLERK

## Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is Deputy of Sussex County, DE (state).
- I have served the above summons by: (check one)
  - ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
  - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with \_\_\_\_\_, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
  - ☒ (for service on a corporation) delivering a copy of the summons and a copy of the petition to Gary Damiani (name) Agent (title).
  - ☐ other: \_\_\_\_\_

Served at 16192 Coastal Hwy, Lewes DE 19958 (address)  
in Sussex County, DE (state), on 6/1/21 (date) at 12:19 PM (time).

Dep Pat Allegro-Smith  
Printed Name of Sheriff or Server

Dep Allegro 946-10  
Signature of Sheriff or Server

Subscribed and sworn to before me this 1 (day) June (month) 21 (year).

TINA L. COLLINS (check one)

NOTARY PUBLIC

STATE OF DELAWARE

My Commission Expires on June 22, 2022

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☒ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

Tina Collins  
Signature and Title

## Service Fees

Summons \$ 80  
Non Est \$ \_\_\_\_\_  
Mileage \$ 80 ( \_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)  
Total \$ \_\_\_\_\_

#139454

See the following page for directions to officer making return on service of summons.



**Directions to Officer Making Return on Service of Summons**

A copy of the summons and a copy of the motion must be served on each defendant/respondent. If any defendant/respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the defendant's/respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age who permanently resides with the defendant/respondent, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the defendant/respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The office making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must be made less than 10 days nor more than 30 days from the date the defendant/respondent is to appear in court. The return should be made promptly, and in any event so that it will reach the Missouri court within 30 days after service.

# SUSSEX COUNTY SHERIFF'S OFFICE

## STATE OF DELAWARE

P.O. Box 948  
Georgetown, DE 19947  
Phone 302-855-7830  
Fax 302-855-7832  
www.sussexcountyde.gov

### AFFIDAVIT OF SERVICE

STATE OF DELAWARE

COUNTY OF SUSSEX

I HEREBY CERTIFY that on this 1st day of June 2021,

Before me, the subscriber, a Notary Public of the State and County Aforesaid,  
personally appeared Pat Allegro-Smith and made oath in due form of law that the  
aforementioned Deputy served a copy of an:

Out of State document: SUMMONS & PETITION FOR PERSONAL SERVICE OUTSIDE  
THE STATE OF MISSOURI CASE#21JE-CC00349

On Gary Damiani, Agent for WILLIAM JOSEPH CARA, LLC R.A.

on the 1st day of June 2021, 12:19 PM at

16192 COASTAL HWY, LEWES DE 19958

who further made oath in due form of law that the aforementioned Deputy is authorized  
to serve proves under the law of the State of Delaware and the County of Sussex.

AS WITNESS my hand and Notarial Seal, the day and year first above written.

Notary Public  
My Commission expires:



TINA L. COLLINS  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires on June 22, 2022

  
Pat Allegro-Smith



**SUSSEX COUNTY SHERIFF'S OFFICE  
SERVED OUT-OF-STATE  
(SUBSTITUTE SERVICE)**

<b>Agency</b>		<b>Case Number</b>	
DANNA MCKITRICK, P.C.		21JE-CC00349	
<b>Case Name</b>		<b>Description</b>	
TOP GUN AMMO SALES, LLC vs. WILLIAM JOSEPH CARA, LLC, R.A.		SER	
<b>Type</b>		<b>Circuit</b>	
Out-of-State			
<b>Return To</b>	<b>Date Received</b>	<b>Date expired</b>	
OUT-OF-STATE	5/27/2021		
<b>Party to be Served</b>			
WILLIAM JOSEPH CARA, LLC, R.A.			
<b>Last Name</b>	<b>First Name</b>	<b>Middle Name</b>	<b>Jr/Sr</b>
WILLIAM JOSEPH CARA, LLC,			
R.A.			
<b>Date of Birth</b>	<b>SS#</b>	<b>Sex</b>	
<b>Service Address</b>			
16192 COASTAL HIGHWAY Lewes, DE 19958			
<b>Work Name</b>			
WILLIAM JOSEPH CARA, LLC, R.A.			
<b>Home phone</b>	<b>Bus Phone</b>	<b>Work Phone</b>	<b>Alt Phone</b>
<b>Served on:</b> 6/1/2021		<b>Service Fee:</b> \$80.00	
<b>Additional Notes</b>			
Deputy served Gary Damiani, Agent at above address where he/she resides/employed and person is of legal age (at least 18 years of age).			
<u>So Answered</u>		<u>Robert T. Lee</u>	
		Sheriff	
<u>Returned</u>		<u>Pat Allegro-Smith</u>	
		Deputy Clerk	
<b>Papers Served Out-of-State</b>			



## IN THE 23RD JUDICIAL CIRCUIT, JEFFERSON COUNTY, MISSOURI

Judge or Division: JOSEPH ALFRED RATHERT	Case Number: 21JE-CC00349
Plaintiff/Petitioner: TOP GUN AMMO SALES, LLC	Plaintiff's/Petitioner's Attorney/Address: DAVID ALAN ZOBEL 7701 Forsyth Blvd SUITE 1200 CLAYTON, MO 63105
Defendant/Respondent: COF TECHNOLOGIES, LLC	Court Address: P O BOX 100 300 MAIN ST HILLSBORO, MO 63050
Nature of Suit: CC Breach of Contract	

(Date Filed)

WASHINGTON COUNTY CONSTABLE  
001-654-0750  
DATE 5-25-21 PERSON SERVED  
TIME 7:15 PM Brad McCorkle  
LOCATION 441 SERVER CONSOLE A  
1654 E Bullock St. BRAZZLE  
BRAZZLE CONSTABLE SERVICE, LLC

**Summons for Personal Service Outside the State of Missouri**  
(Except Attachment Action)

The State of Missouri to: BRAD MCCORKLE  
Alias:  
1184 E. BULLOCK ST., UNIT 41  
WASHINGTON, UT 84780

COURT SEAL OF



JEFFERSON COUNTY

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

MAY 20, 2021

MICHAEL E. REUTER, CIRCUIT CLERK  
BY: /s/ J. HONEA, DEPUTY CLERK

## Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is Constable of Washington County, Utah (state).
- I have served the above summons by: (check one)
  - ☒ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
  - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with \_\_\_\_\_, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
  - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to \_\_\_\_\_ (name) \_\_\_\_\_ (title).
  - ☐ other: \_\_\_\_\_

Served at \_\_\_\_\_ (address)  
in \_\_\_\_\_ County, \_\_\_\_\_ (state), on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Andre Brazzle

Printed Name of Sheriff or Server

Michael E. Reuter

Signature of Sheriff or Server

Subscribed and sworn to before me this \_\_\_\_\_ (day) \_\_\_\_\_ (month) \_\_\_\_\_ (year).

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

## Service Fees

Summons \$ 45  
Non Est \$ \_\_\_\_\_  
Mileage \$ \_\_\_\_\_ ( NA miles @ \$ NA per mile)  
Total \$ 45

See the following page for directions to officer making return on service of summons.

5.25 08

Return



## IN THE 23RD JUDICIAL CIRCUIT, JEFFERSON COUNTY, MISSOURI

Judge or Division: JOSEPH ALFRED RATHERT	Case Number: 21JE-CC00349
Plaintiff/Petitioner: TOP GUN AMMO SALES, LLC	Plaintiff's/Petitioner's Attorney/Address: DAVID ALAN ZOBEL 7701 Forsyth Blvd SUITE 1200 CLAYTON, MO 63105
Defendant/Respondent: COF TECHNOLOGIES, LLC	Court Address: P O BOX 100 300 MAIN ST HILLSBORO, MO 63050
Nature of Suit: CC Breach of Contract	(Date File Stamp)

Summons for Personal Service Outside the State of Missouri  
(Except Attachment Action)

The State of Missouri to: COF TECHNOLOGIES, LLC

Alias:

LEGAL CORP. SOLUTIONS LLC R.A.  
299 S. MAIN STREET, SUITE 1300  
SALT LAKE CITY, UT 84111

COURT SEAL OF



JEFFERSON COUNTY

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

MAY 20, 2021

MICHAEL E. REUTER, CIRCUIT CLERK  
BY: /s/ J. HONEA, DEPUTY CLERK

## Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is Detective of Salt Lake County, UT (state).
- I have served the above summons by: (check one)
  - ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
  - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with \_\_\_\_\_, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
  - ☒ (for service on a corporation) delivering a copy of the summons and a copy of the petition to Mariah Richardson (name) Registered Agent (title).
  - ☐ other: \_\_\_\_\_

Served at 299 S. Main St Suite 1300 (address)  
in Salt Lake County, UT (state), on 6/1/21 (date) at 1621 (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and sworn to before me this 1 (day) June (month) 2021 (year).

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☒ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)



**BECKIE RASMUSSEN**  
Notary Public State of Utah  
My Commission Expires on:  
December 12, 2023  
Comm. Number: 709644

Signature and Title

## Service Fees

Summons \$ 20.00  
Non Est \$ 10.00 Notary  
Mileage \$ 15.00 ( 6 miles @ \$ 2.50 per mile)  
Total \$ 45.00

See the following page for directions to officer making return on service of summons.



**Directions to Officer Making Return on Service of Summons**

A copy of the summons and a copy of the motion must be served on each defendant/respondent. If any defendant/respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the defendant's/respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age who permanently resides with the defendant/respondent, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the defendant/respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The officer making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must be made less than 10 days nor more than 30 days from the date the defendant/respondent is to appear in court. The return should be made promptly, and in any event so that it will reach the Missouri court within 30 days after service.



## IN THE 23RD JUDICIAL CIRCUIT, JEFFERSON COUNTY, MISSOURI

Judge or Division: JOSEPH ALFRED RATHERT	Case Number: 21JE-CC00349
Plaintiff/Petitioner: TOP GUN AMMO SALES, LLC	Plaintiff's/Petitioner's Attorney/Address: DAVID ALAN ZOBEL 7701 Forsyth Blvd SUITE 1200 CLAYTON, MO 63105
Defendant/Respondent: COF TECHNOLOGIES, LLC	Court Address: P O BOX 100 300 MAIN ST HILLSBORO, MO 63050
Nature of Suit: CC Breach of Contract	

WASHINGTON COUNTY CONSTABLE  
801-854-0750  
PERSON SERVED  
DATE 5-23-21  
TIME 7:15 pm  
LOCATION 1164 E Bullock St, UNIT 41  
SERVER CONSTABLE A  
Brazzle Constable Service, LLC  
(Date of Service)

Summons for Personal Service Outside the State of Missouri  
(Except Attachment Action)

The State of Missouri to: MCKAYL REUSCH  
Alias:  
1184 E. BULLOCK ST., UNIT 41  
WASHINGTON, UT 84780

COURT SEAL OF



JEFFERSON COUNTY

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

MAY 20, 2021

MICHAEL E. REUTER, CIRCUIT CLERK  
BY: /s/ J. HONEA, DEPUTY CLERK

## Officer's or Server's Affidavit of Service

I certify that:

1. I am authorized to serve process in civil actions within the state or territory where the above summons was served.
2. My official title is Constable of Washington County, Utah (state).
3. I have served the above summons by: (check one)
  - ☒ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
  - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with \_\_\_\_\_, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
  - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to \_\_\_\_\_ (name) \_\_\_\_\_ (title).
  - ☐ other: \_\_\_\_\_

Served at \_\_\_\_\_ (address)  
in \_\_\_\_\_ County, \_\_\_\_\_ (state), on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Andre Brazzle  
Printed Name of Sheriff or Server

Michael E. Reuter  
Signature of Sheriff or Server

Subscribed and sworn to before me this \_\_\_\_\_ (day) \_\_\_\_\_ (month) \_\_\_\_\_ (year).

- I am: (check one)
- ☐ the clerk of the court of which affiant is an officer.
  - ☐ the judge of the court of which affiant is an officer.
  - ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
  - ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

## Service Fees

Summons \$ 20  
Non Est \$ \_\_\_\_\_  
Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)  
Total \$ 20

See the following page for directions to officer making return on service of summons.

5.25 2021